

PUBLICLY OWNED TRAFFIC SIGNAL EASEMENT AND AGREEMENT

SIGNAL LOCATION:

PROPERTY OWNER:

SIGNAL OWNER:
(PUBLIC)

Monroe County
39 West Main Street
Rochester, New York 14614
(Four Way Signal Head)

MAP NO. _____

PARCEL NO. _____

THIS TRAFFIC SIGNAL EASEMENT AND AGREEMENT (the "Agreement") made this _____ day of _____, _____ by _____ and _____ between _____ with _____ offices at _____ (the "Property Owner") and the COUNTY OF MONROE, a municipal corporation with offices at 39 West Main Street, Rochester, New York 14614, (the "County").

WHEREAS, the Property Owner owns a parcel of land located in the _____, County of Monroe and State of New York ("City"/"Town"), identified as _____ (the "Property") adjacent to a (City Street/County Road) known as _____ (the "Highway"); and

WHEREAS, the Monroe County Superintendent of Highways has approved the installation of a _____-way approach traffic signal control system (the "Traffic Signal") on the Highway at the entrance to the Property for the benefit and use of the Property by the Property Owner; and

WHEREAS, the installation, operation and maintenance of the Traffic Signal require that the Property Owner grant to the County a permanent easement for traffic signal installation, operation and maintenance upon the Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged:

1. The Traffic Signal shall be and remain the property of the County.
2. Property Owner hereby grants to the County a permanent easement for Traffic Signal installation, operation and maintenance over a portion of the Property as shown on a map prepared by the Property Owner and approved by the Monroe County Superintendent of Highways, a copy

of which is attached hereto as Exhibit "A", and as more particularly described on Exhibit "B" attached hereto and made a part, hereof, (the "Easement").

3. a) The County shall provide, at the County's sole cost and expense, all repairs, maintenance, improvements and replacements of the Traffic Signal, which shall include but not be limited to bulb replacement, traffic signal detector loops, response to trouble calls, and temporary emergency repairs. The County shall have the sole authority and discretion to operate and control the Traffic Signal, including but not limited to, setting Traffic Signal timings as the County reasonably deems proper. The County shall also be responsible, at the County's sole cost and expense, for all other necessary repairs, maintenance, improvements and replacements of the Traffic Signal and related components, as determined by the County in its sole reasonable discretion, (collectively, the "Major Repairs").

b) The Property Owner shall be responsible, at the Property Owner's sole cost and expense, for all necessary repairs, maintenance, improvements and replacement of pavement striping and markings and that portion of the pavement, including asphalt and suitable base materials, lying within the area of the Easement and supporting the Traffic Signal detector loops constructed within the pavement, as needed or determined by the County in its reasonable sole discretion, (collectively the "Pavement Repairs"). The Property Owner and the County hereby acknowledge and agree that the circumstances in which the Property Owner shall be required to perform, or cause to have performed, the Pavement Repairs shall include, but not be limited to, situations in which the pavement striping and markings and/or the pavement supporting the Traffic Signal loops has been damaged or become worn out, or requires upgrading. The County will give written notice to the Property Owner of the need for any Pavement Repairs, and thereafter, if the Property Owner shall fail to promptly undertake and complete the Pavement Repairs or cause the Pavement Repairs to be undertaken and completed, with due diligence, the County may, at the County's option: (i) immediately deactivate the Traffic Signal; and/or (ii) close the access to the highway at the entrance to the Property serviced by the Traffic Signal; and/or (iii) perform the Pavement Repairs. If the County elects to perform the Pavement Repairs, the Property Owner will reimburse the County for the reasonable cost of Pavement Repairs within thirty (30) days after receipt of the County's invoice for the Pavement Repairs, and if the Property Owner shall fail to do so, the County may, in addition to the remedies set forth in (i) and (ii) above and all other legal remedies available to the County, cause the amount stated on the County's invoice to be added to the next County tax bill covering the Property together with reasonable attorney fees.

c) The Property Owner shall be responsible for securing, at no cost to the Property Owner, a Highway Work Permit from the Monroe County Department of Transportation, Permits Office, City Place, 50 West Main Street, Rochester, New York 14614-1231 (716-428-4819) prior to any work within the highway right-of-way.

4. This Agreement and the Easement granted hereby shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns. It is agreed, however, that the term "Property Owner" shall mean only the then owner of the fee interest in the Property. Upon any conveyance or transfer of the fee interest of the then Property Owner, any liability of such former Property Owner under this Agreement shall cease and the County shall look solely to such transferee owner for any liability and/or obligations hereunder.

5. a) The Property Owner, its successors and assigns, agree to indemnify and hold harmless the County against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees, which the County may suffer or be

required to pay by reason of the act or omission of the Property Owner or arising out of or in connection with, directly or indirectly, this Agreement, or the Property Owner's use of the Traffic Signal, except for any damage or loss arising out of any negligent acts or willful misconduct of the County, its agents, employees or contractors.

b) The County, its successors and assigns, agrees to indemnify and hold the Owner, its successors and assigns, harmless against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind, including reasonable attorney fees which the Owner may suffer or be required to pay by reason of any negligence or willful misconduct on the part of the County, its agents, employees or contractors, arising out of or in connection with this Agreement or the Traffic Signal, except for any damage or loss arising out of any negligent acts or willful misconduct of the Owner, its agents, employees or contractors.

6. The Property Owner represents that the Property Owner owns the fee title to the Property and that the Property Owner has full power and authority to enter into this Agreement and grant the rights and powers herein.

7. Any notices to be given hereunder shall be in writing, shall be delivered personally or by regular overnight courier service, or by certified mail, postage pre-paid, addressed to the respective parties at the addresses set forth at the beginning of this Agreement, or any successor at any address which they shall give notice of to the other party.

IN WITNESS WHEREOF, I/we have hereto set my/our hand and seal this ____ day of _____, 20____.

PROPERTY OWNER

By: _____
(Authorized Agent)

Title: _____

MONROE COUNTY

By: _____
John D. Doyle

Title: **County Executive**

State of New York)
County of Monroe)ss:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual (s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature of Notary and Stamp

State of New York)
County of Monroe)ss:

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **JOHN D. DOYLE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), as County Executive of the County of Monroe and that by his/her/their signature(s) on the instrument, by virtue of the statutes of the State of New York and in accordance with Resolution No. ____ of 20____, adopted by the Monroe County Legislature on _____, 20____, upon behalf of which he executed the instrument.

Signature of Notary and Stamp